

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WC1JUJ-4202-0471		PAGE 1 OF 61					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912CZ-05-R-0001					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELHEART S. JORDAN			b. TELEPHONE NUMBER (No Collect Calls) 907-353-7300		6. SOLICITATION ISSUE DATE 29-Oct-2004				
9. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA-C PO BOX 35510 FORT WAINWRIGHT AK 99703-0510 TEL: 907/353-7505/6588 FAX: 907/353-7302		CODE W912CZ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561790 SIZE STANDARD: \$6M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS			
15. DELIVER TO DIRECTORATE OF PUBLIC WORKS LALEME, SHEILA MS EQUIPMENT & SUPPLY DIVISION ATTN:APVR-WPW-ES BLDG 3019 FT. WAINWRIGHT AK 99703 TEL: 907-353-7459 FAX: 907-353-7643		CODE WPW-ES		16. ADMINISTERED BY				CODE			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY				CODE			
TEL.		FACILITY CODE									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.								ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.								ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 61
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR, KITCHEN EXHAUST MAINTENANCE: FFP Contractor shall furnish all labor, materials, facilities and transportation necessary to inspect and clean kitchen hood exhaust sytems in Fort Wainwright facilities. Period of Performance: 1 December 2004 through 30 November 2005. POC: Gary Kersey, (907) 353-7261. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	BLDG 1172, SKI LODGE FFP 1 SYSTEM, 2 CLEANINGS IN FEBRUARY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	BLDG 3408, BURGER KING FFP 2 SYSTEMS, 12 CLEANINGS EACH, ONCE PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	24	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	BLDG 3703B, ANTHONY'S PIZZA FFP 1 SYSTEM, 2 CLEANINGS IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	BLDG 4024, CHILD CARE CENTER FFP 1 SYSTEM, 1 CLEANING IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	BLDG 4065, HOSPITAL MESS FFP 2 SYSTEMS, 2 CLEANINGS EACH IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	BLDG 3702, BOWLING ALLEY FFP 1 SYSTEM, 4 CLEANINGS IN JANUARY, APRIL, JULY AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	BLDG 2092, GOLF COURSE FFP 1 SYSTEM, 2 CLEANINGS IN JULY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	BLDG 1044, FRONTIER CLUB FFP 2 SYSTEMS, ONE CLEANING IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	EMERGENCY/MISCELLANEOUS SERVICE FFP FOR EMERGENCY CALL-OUTS PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	BLDG 1928, BOLIO LAKE FFP 2 SYSTEMS, 2 CLEANINGS EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	BLDG 2019, BLACK RAPIDS FFP 2 SYSTEMS, 2 CLEANINGS EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	BLDG 3205, ARCTIC OASIS FFP 1 SYSTEM, 1 CLEANING IN JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	BLDG 3703B, CHARLEY'S STEAKERY FFP 1 SYSTEM, 1 CLEANING PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	12	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	OPTION YEAR 1: FFP Contractor shall furnish all labor, tools, materials, facilities and transportation necessary to inspect and clean kitchen hood exhaust systems in Fort Wainwright facilities. Period of Performance: 1 December 2005 through 30 November 2006. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	BLDG 1172, SKI LODGE FFP 1 SYSTEM, 2 CLEANINGS IN FEBRUARY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	BLDG 3408, BURGER KING FFP 2 SYSTEMS, 12 CLEANINGS EACH, ONCE PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	24	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	BLDG 3703B, ANTHONY'S PIZZA FFP 1 SYSTEM, 2 CLEANINGS IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	BLDG 4024, CHILD CARE CENTER FFP 1 SYSTEM, 1 CLEANING IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	BLDG 4065, HOSPITAL MESS FFP 2 SYSTEMS, 2 CLEANINGS EACH IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	BLDG 3702, BOWLING ALLEY FFP 1 SYSTEM, 4 CLEANINGS IN JANUARY, APRIL, JULY AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	BLDG 2092, GOLF COURSE FFP 1 SYSTEM, 2 CLEANINGS IN JULY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	BLDG 1044, FRONTIER CLUB FFP 2 SYSTEMS, ONE CLEANING IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ OPTION	EMERGENCY/MISCELLANEOUS SERVICE FFP FOR EMERGENCY CALL-OUTS PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK OPTION	BLDG 1928, BOLIO LAKE FFP 2 SYSTEMS, 2 CLEANINGS EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL OPTION	BLDG 2019, BLACK RAPIDS FFP 2 SYSTEMS, 2 CLEANING EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM OPTION	BLDG 3205, ARCTIC OASIS FFP 1 SYSTEM, 1 CLEANING IN JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN	BLDG 3703B, CHARLEY'S STEAKERY FFP 1 SYSTEM, 1 CLEANING PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	12	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION YEAR 2: FFP Contractor shall furnish all labor, materials, facilities and transportation necessary to inspect and clean kitchen hood exhaust systems in Fort Wainwright facilities. Period of Performance: 1 December 2006 through 30 November 2007. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	BLDG 1172, SKI LODGE FFP 1 SYSTEM, 2 CLEANINGS IN FEBRUARY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		
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NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	BLDG 3408, BURGER KING FFP 2 SYSTEMS, 12 CLEANINGS EACH, ONCE PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	24	Each		
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NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	BLDG 3703B, ANTHONY'S PIZZA FFP 1 SYSTEM, 2 CLEANINGS IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		
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NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		1	Each		
OPTION	BLDG 4024, CHILD CARE CENTER FFP 1 SYSTEM, 1 CLEANING IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		4	Each		
OPTION	BLDG 4065, HOSPITAL MESS FFP 2 SYSTEMS, 2 CLEANINGS EACH IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		4	Each		
OPTION	BLDG 3702, BOWLING ALLEY FFP 1 SYSTEM, 4 CLEANINGS IN JANUARY, APRIL, JULY, AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG		2	Each		
OPTION	BLDG 2092, GOLF COURSE FFP 1 SYSTEM, 2 CLEANINGS IN JULY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH		2	Each		
OPTION	BLDG 1044, FRONTIER CLUB FFP 2 SYSTEMS, ONE CLEANING EACH IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ		1	Each		
OPTION	EMERGENCY/MISCELLANEOUS SERVICE FFP FOR EMERGENCY CALL-OUTS PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK OPTION	BLDG 1928, BOLIO LAKE FFP 2 SYSTEMS, 2 CLEANINGS EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL OPTION	BLDG 2019, BLACK RAPIDS FFP 2 SYSTEMS, 2 CLEANINGS EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AM OPTION	BLDG 3205, ARCTIC OASIS FFP 1 SYSTEM, 1 CLEANING IN JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AN	BLDG 3703B, CHARLEY'S STEAKERY FFP 1 SYSTEM, 1 CLEANING PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	12	Each		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OPTION YEAR 3: FFP Contractor shall furnish all labor, materials, facilities and transportation necessary to inspect and clean kitchen hood exhaust systems in Fort Wainwright facilities. Period of Performance: 1 December 2007 through 30 November 2008. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	BLDG 1172, SKI LODGE FFP 1 SYSTEM, 2 CLEANINGS IN FEBRUARY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	BLDG 3408, BURGER KING FFP 2 SYSTEMS, 12 CLEANINGS EACH, ONCE PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	24	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	BLDG 3703B, ANTHONY'S PIZZA FFP 1 SYSTEM, 2 CLEANINGS IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	BLDG 4024, CHILD CARE CENTER FFP 1 SYSTEM, 1 CLEANING IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	BLDG 4065, HOSPITAL MESS FFP 2 SYSTEMS, 2 CLEANINGS EACH IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION	BLDG 3702, BOWLING ALLEY FFP 1 SYSTEM, 4 CLEANINGS IN JANUARY, APRIL, JULY AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	BLDG 2092, GOLF COURSE FFP 1 SYSTEM, 2 CLEANINGS IN JULY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	BLDG 1044, FRONTIER CLUB FFP 2 SYSTEMS, ONE CLEANING IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ OPTION	EMERGENCY/MISCELLANEOUS SERVICE FFP FOR EMERGENCY CALL-OUTS PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK OPTION	BLDG 1928, BOLIO LAKE FFP 2 SYSTEMS, 2 CLEANINGS EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AL OPTION	BLDG 2019, BLACK RAPIDS FFP 2 SYSTEMS, 2 CLEANINGS EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AM OPTION	BLDG 3205, ARCTIC OASIS FFP 1 SYSTEM, 1 CLEANING IN JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AN OPTION	BLDG 3703B, CHARLEY'S STEAKERY FFP 1 SYSTEM, 1 CLEANING PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	12	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OPTION YEAR 4: FFP Contractor shall furnish all labor, materials, facilities and transportation necessary to inspect and clean kitchen hood exhaust systems in Fort Wainwright facilities. Period of Performance: 1 December 2008 through 30 November 2009. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	BLDG 1172, SKI LODGE FFP 1 SYSTEM, 2 CLEANINGS IN FEBRUARY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	BLDG 3408, BURGER KING FFP 2 SYSTEMS, 12 CLEANINGS EACH, ONCE PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	24	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	BLDG 3703B, ANTHONY'S PIZZA FFP 1 SYSTEM, 2 CLEANINGS IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION	BLDG 4024, CHILD CARE CENTER FFP 1 SYSTEM, 1 CLEANING IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	BLDG 4065, HOSPITAL MESS FFP 2 SYSTEMS, 2 CLEANINGS EACH IN APRIL AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF OPTION	BLDG 3702, BOWLING ALLEY FFP 1 SYSTEM, 4 CLEANINGS IN JANUARY, APRIL, JULY AND OCTOBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG OPTION	BLDG 2092, GOLF COURSE FFP 1 SYSTEM, 2 CLEANINGS IN JULY AND SEPTEMBER. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH OPTION	BLDG 1044, FRONTIER CLUB FFP 2 SYSTEMS, ONE CLEANING IN JUNE. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ OPTION	EMERGENCY/MISCELLANEOUS SERVICE FFP FOR EMERGENCY CALL-OUTS PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK OPTION	BLDG 1928, BOLIO LAKE FFP 2 SYSTEMS, 2 CLEANINGS EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AL OPTION	BLDG 2019, BLACK RAPIDS FFP 2 SYSTEMS, 2 CLEANINGS EACH IN JANUARY AND JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AM OPTION	BLDG 3025, ARCTIC OASIS FFP 1 SYSTEM, 1 CLEANING IN JULY. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AN	BLDG 3703B, CHARLEY'S STEAKERY FFP 1 SYSTEM, 1 CLEANING PER MONTH. PURCHASE REQUEST NUMBER: WC1JUI-4202-0471	12	Each		

NET AMT

FOB: Destination

PERFORMANCE WORK STATEMENT**KITCHEN HOOD EXHAUST SYSTEM CLEANING
FOR
FORT WAINWRIGHT****PERFORMANCE WORK STATEMENT****1. GENERAL:**

1.1. **DESCRIPTION OF WORK:** The Contractor shall provide all personnel, management, supervision, transportation, labor, tools, equipment, materials and supplies necessary for the cleaning of the Kitchen Exhaust Hood Systems at Fort Wainwright, Alaska. Work shall be performed in accordance with National Fire Protection Association (NFPA) 96, entitled, "Standards for the Installation of Equipment for the removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment", (1991 edition) and the following specifications.

1.2. PERSONNEL:

1.2.1. **PROJECT MANAGER:** The Contractor shall provide a project manager (PM) who is responsible for the supervision, performance and inspection of all work, and is fully authorized to act for the Contractor on post. The Project Manager or his /her designated representative shall:

1.2.1.1. Provide to the Contracting Officer (KO), and Contracting Officer's Representative (COR), a telephone number where he can be reached between 8:00 a.m. and 8:00 p.m. on week days. Also, provide a telephone number for 24 hour service.

1.2.1.2. Acknowledge and respond to problems by beginning correction of the problems brought to his attention by the KO/COR within four (4) hours of notification.

1.2.1.3. Notify the KO/COR of the problems (performance requirements interpretations, denied access, etc.) as they occur. In addition, notify KO/COR of any maintenance problems, i.e., leaks in the duct, broken fan blades, nonfunctional louvers, and missing or damaged grilles, etc.

1.2.1.4. Establish a complete written quality control program and submit to the KO/COR for approval no later than three (3) days prior to performing service. The program will include, but not be limited to, the following:

1.2.1.4.1. A method of identifying deficiencies in the quality of service;

1.2.1.4.2. A file of all inspections conducted, and the corrective action taken.

1.2.1.5. The PM shall be able to read, write, speak and understand the English Language.

1.2.2. EMPLOYEES:

1.2.2.1. The Contractor's employees shall either wear Contractor provided clothing identifying the name of the company and the name of the employee, or wear a badge identifying the same. Each employee shall present a neat appearance when on the post.

1.2.2.2. Contractor Employees shall be trained and kept thoroughly trained in the functions that they are expected to perform.

1.3. **QUALITY ASSURANCE:** The COR will monitor the Contractor's performance in accordance with all specifications and requirements for this contract, and as directed by the KO. The PM shall meet with the KO/COR before the initial scheduled cleaning in each building. Thereafter, meetings will be as often as determined necessary by the KO/COR.

1.4. **SCHEDULING:** The Contractor shall furnish a list of proposed dates for all scheduled work to be approved by the KO/COR. The Contractor shall submit a written work schedule to the KO no later than five (5) Government work days in advance of the upcoming cycle listed in delivery information in Exhibit 1.

1.5. **REWORK:** The KO/COR shall have the right to require the Contractor to re perform any cleaning, at no additional cost to the Government, for all tasks which are not performed in accordance with this contract.

1.6. **INSPECTION:** The COR and the Contractor shall jointly inspect all the buildings involved in this contract in order to determine the current condition of each system prior to the beginning of the initial cleaning cycle.

1.7. **SECURITY:**

1.7.1. **BUILDING SECURITY:** The Contractor shall be required to safeguard Government property in his work area. Government facilities and Contractor equipment shall be secured at the end of each work period. Any windows or exterior doors which the Contractor or representative finds unsecured shall be reported to the post Staff Duty NCO immediately upon discovery, and to the KO/COR no later than close of business on the next Government working day.

1.7.2. **ACCESS ROSTER:** The Contractor shall submit a current access roster as required by the KO/COR no later than five (5) Government working days in advance of an upcoming cleaning cycle. The roster shall identify, buildings by building number, each employee and alternates (by name and social security number) scheduled to work during the cleaning cycle, and in addition the roster shall give approximate time the employee(s) will be in the building. Any additions/deletions to this roster will be submitted to the KO/COR within one week of the change. The KO/COR will determine the Location of the roster.

1.7.3. **HOURS OF OPERATION:** The Contractor shall perform work in accordance with Exhibit 1.

1.7.4. **DENIED ACCESS:** In the event that the KO/COR determines that the Contractor's services are not required due to disaster, alert, post closure, etc., the Contractor will be notified. When an unforeseen closure occurs, the Government shall have the following options:

1.7.4.1. To require the Contractor to perform the work on the following day (unless the following day is a Saturday or Sunday and routine work is not scheduled for Saturday or Sunday.)

1.7.4.2. To reschedule the work on any day satisfactory to both parties.

1.7.5. **LOST AND FOUND PROPERTY:** All personal property found by the Contractor's employees shall be turned in to the Post Provost Marshal's Office.

1.8. **RECOGNIZED HOLIDAYS:** The Contractor shall not perform any work on any weekday which is a U.S. Government holiday, or which is a day observed in lieu of U.S. Government Holidays. U.S. Government Holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.9. CONSERVATION OF UTILITIES: The Contractor shall perform all work in a manner which precludes the waste of utilities, including:

1.9.1. Using lights only in the areas where and when work is being performed.

1.9.2. Not adjusting mechanical equipment controls for heating, ventilation, air conditioning systems, etc.

1.9.3. Turning off water faucets, valves, etc., after use.

1.9.4. Not using Government telephones for personal reasons.

1.10. SAFETY: The Contractor shall comply with all applicable safety regulations (including AR 385-10).

1.11. FIRE PROTECTION AND PREVENTION: The Contractor shall comply with all applicable fire protection/prevention regulations, and particularly AR 420-11.

2. DEFINITIONS:

2.1. Contracting Officer: The Contracting Officer (KO) is the Government's representative officially appointed who will negotiate, enter into and administer the contract after contract award. The KO is the only Government representative authorized to bind the Government.

2.2. Contracting Officer's Representative: The Contracting Officer's Representative (COR), appointed by the KO is responsible for ensuring that the Contractor complies with the terms and conditions of this contract.

2.3. Inspection: Means visual and/or mechanical checking of the condition of the systems to determine the extent of the maintenance and repair work required and to ensure the proper operation of the system.

2.4. Listed: Equipment or materials included in a list published by an organization acceptable to the authority having jurisdiction and concern with product evaluation, that maintains periodic inspection of listed equipment or materials and whose listing states either that the equipment or material meets appropriate standards or has been tested and found suitable for use in the specified manner.

2.5. Service: A job performed to the standard and within the acceptable quality level. The Contractor shall perform the specific job, meet the standard, meet the acceptable quality level before one can say that performance has been acceptable and the work approved for payment.

2.6. Emergency Service: Emergency service is defined as service required for eliminating food contamination or immediate fire hazard.

2.7. Testing: An element of inspection that generally denotes the determination by technical means of the condition of properties or elements of supplies, or components thereof; including functional operation, and involves the application of established scientific principles and procedures.

3. GOVERNMENT FURNISHED PROPERTY: NONE.

4. CONTRACTOR FURNISHED PROPERTY:

4.1. Storage: Storage will be the Contractor's sole responsibility. The Government will not provide storage space on post.

4.2. All material and supplies used within industry standards, such as chemicals, solvents, etc. required to perform the work described herein. Product sheets for all material/supplies to be used by the contractor shall be submitted to the KO/COR for approval prior to use, along with a Material Safety Data Sheet (MSDS) for hazardous materials, if applicable. The products shall be used in accordance with manufacturer's recommendations.

4.3. Contractor shall post a copy of the MSDS on each job site.

4.4. The Contractor shall submit to the KO/COR all documentation for the disposal of any hazardous wastes generated under this contract, in accordance with all local, state and federal EPA regulations.

4.4.1. Contractor shall not dispose of hazardous chemicals/materials in dumpsters.

5. SPECIFIC TASKS:

5.1 GENERAL: Kitchen Exhaust Duct Systems shall be cleaned in accordance with the applicable requirements of NFPA 96.

5.1.1 Emergency Service: The Contractor shall respond to emergency service requests (see "Emergency Service" under paragraph 2, Definitions, subparagraph 2.6) by beginning work within three (3) hours after his/her notification by the KO or the COR. Emergency service requests shall be accepted by the Contractor 24 hours per day, 7 days per week throughout the term of the contract. All emergency service shall be completed within one (1) work day. Historically, the number of emergency exhaust system cleanings was zero (0) per year for fiscal years 2002, 2003 and 2004.

5.2. PERFORMANCE STANDARDS FOR CLEANING:

5.2.1. Cleaning:

5.2.1.1. Initial cleaning: The first cleaning cycle performed and accepted by the government will establish the standards of cleaning that will be maintained during the performance period of the contract.

5.2.1.2. Ducts: The entire run of the duct's interior surfaces shall be free of grease, both visual and to the touch.

5.2.1.3. Access Panels: Access panels, ductwork, and surfaces shall be removed as required to facilitate cleaning. All removed items shall be reinstalled and the exhaust system left in the same operating condition upon completion of the cleaning work as it was when work started.

5.2.1.4. Grilles and Screens: Both sides of the grilles and screens shall be free of grease, both visually and to the touch.

5.2.1.5. Fan Blades: Both sides of all fan blades shall be free of grease both visually and to the touch.

5.2.1.6. The Contractor shall clean with caution all fan motors and blades. The fan motor with fan blades shall be left in operating condition upon completion of the cleaning work. Caution shall be used when cleaning fan blades as they may bend easily.

5.2.1.7. The Contractor shall be responsible for replacement of all fan blades damaged by the Contractor.

5.2.1.8. No flammable liquids shall be used to clean the equipment.

5.2.1.9. The interior of the fan motor(s) shall be protected from cleaning solutions.

5.2.1.10. Exhaust hoods, hood joints, folds or cracks shall be free of grease both visually and to the touch.

5.2.2. Protection: The Contractor shall protect food service equipment, i.e., stoves, deep fryers, etc., from contamination by the grease removed from the exhaust systems. Drop cloths, mops or any other cleaning materials required shall be supplied by the contractor. Upon completion of the work, the contractor shall be responsible for removing all traces of grease and dirt, and for leaving a clean work area.

5.2.3. Items Not Included: The Contractor is not responsible for cleaning or replacing the following items:

- Range filters
- Range hood filters
- Range hood lights
- Range hood grease receptacles
- Exposed range hood surfaces within kitchen area

END

EXHIBIT 1

EXHIBIT 1

TECHNICAL

KITCHEN EXHAUST SYSTEM CLEANING

PERFORMANCE INSPECTION STANDARDS

PART 1 GENERAL

1.01 DESCRIPTION: Local kitchen exhaust duct systems shall be inspected and cleaned in accordance with the applicable requirements of NFPA-96.

1.02 SCOPE OF WORK: The Contractor shall provide all labor, supervision, transportation, tools, equipment, materials and supplies to provide kitchen exhaust system cleaning at Fort Wainwright, Alaska.

1.03 APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation.

A. National Fire Protection Association (NFPA):

NFPA-96 Standards for the Installation of Equipment For the Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment (1991 Edition).

PART 2 INSPECTION STANDARDS

2.01 CLEANING:

A. Ducts: The entire run of the duct's interior surfaces shall be free of grease, both visual and to the touch.

1. Access Panels: Access panels, ductwork, and surfaces shall be removed as required to facilitate cleaning. All removed items shall be reinstalled and the exhaust system left in the same operating condition upon completion of the cleaning work as it was when work started.

B. Grilles and Screens: Both sides of the grilles and screens shall be free of grease, both visually and to the touch.

C. Fan Blades: Both sides of all fan blades shall be free of grease, both visually and to the touch.

D. The Contractor shall clean, with caution, all fan motors and blades. The fan motor with fan blades shall be left in operating condition upon completion of the cleaning work. Caution shall be used when cleaning fan blades as they may be easily bent.

E. The Contractor shall be responsible for replacement of all fan blades damaged by the Contractor.

F. No flammable liquids shall be used.

G. The interior of the fan motor(s) shall be protected from cleaning solutions.

H. Exhaust hoods, hood joints, folds or cracks shall be free of grease both visually and to the touch.

2.02 PROTECTION: The Contractor shall protect food service equipment, i.e., stoves, deep fryers, etc. from contamination by the grease removed from the exhaust systems. The Contractor shall supply all drop cloths, mops or any other materials as required. Upon completion of the work, the area shall be left clean, with all traces of grease and dirt removed. The Contractor shall be responsible for maintaining and leaving a clean work area.

2.03 ITEMS NOT INCLUDED: The cleaning or replacement of range filters is not included in this work.

2.04 WORK DONE BY OTHERS: The using service will clean the following items:

Range hood filters
Range hood lights
Range hood grease receptacles
Exposed range hood surfaces within kitchen area.

BUILDING ACCESS TIME SCHEDULE

BUILDING NUMBER	OCCUPANT	HOURS AVAILABLE
1172	Ski Lodge	1200 through 1500

3408	Burger King	2000 through 0500
3703B	Anthony's Pizza	0630 through 0800
4024	Child Care Center	1600 through 2400
4065	Hospital Mess	1800 through 2000
2092	Golf Course	2000 through 2400 0800 through 1600
3702	Bowling Alley	0800 through 1630
1044	Frontier Club	1200 through 1500
1928	Bolio Lake	0700 through 2030
3205	Arctic Oasis	0630 through 1500
2019	Black Rapids	0700 through 2030

WAGE DETERMINATION

Alaska Statewide Wage Determination 1994-2017, Revision 31, dated 10 August 2004 is incorporated into and made a part of this solicitation/contract.

General Maintenance Worker, \$20.43 per hour

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
0001AK	Destination	Government	Destination	Government
0001AL	Destination	Government	Destination	Government
0001AM	Destination	Government	Destination	Government
0001AN	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government

PR: DPW00236/1/J

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2004 TO 30-NOV-2005	N/A	DIRECTORATE OF PUBLIC WORKS LALEME, SHEILA MS EQUIPMENT & SUPPLY DIVISION ATTN:APVR-WPW-ES BLDG 3019 FT. WAINWRIGHT AK 99703 907-353-7459 FOB: Destination	WPW-ES
0001AA	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AB	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AC	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AD	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AE	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AF	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AG	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AH	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AJ	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AK	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AL	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0001AM	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES

0001AN POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0002 POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0002AA POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0002AB POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0002AC POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0002AD POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0002AE POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
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0002AG POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0002AH POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0002AJ POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0002AK POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
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0002AN POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0003 POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0003AA POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0003AB POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES

0003AC POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0003AD POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0003AE POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0003AF POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0003AG POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
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0003AK POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
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0003AM POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
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0004 POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0004AA POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0004AB POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0004AC POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0004AD POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0004AE POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0004AF POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES

0004AG POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
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0004AJ POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
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0005AA POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
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0005AE POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0005AF POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0005AG POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0005AH POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0005AJ POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0005AK POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES

0005AL POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0005AM POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES
0005AN POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WPW-ES

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain

information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have

been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject

to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C)

agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

XX ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

XX ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX ___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX ___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

XX ___ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days from the contract end date.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within or at least 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(End of clause)

252.225-7036 BUY AMERICAN ACT--FREE TRADE AGREEMENT--BALANCE OF PAYMENTS PROGRAM (JAN 2004)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Free Trade Agreement country means Canada, Chile, Mexico or Singapore.

(6) Free Trade Agreement country end product means an article that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(7) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(8) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(9) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(10) United States means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Free Trade Agreement country, or other foreign end products in the Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Free Trade Agreement country end product, the Contractor shall deliver a qualifying country end product, a Free Trade Agreement country end product, or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)